

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McNew Water Treatment Systems, Inc.		06/11/1999	CORPORATION: MARYLAND

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Culligan International Company
<b>Street Address:</b>	One Culligan Parkway
<b>City:</b>	Northbrook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1321660	AQUA-SWEET
Registration Number:	1464977	THE WATER CENTER
Registration Number:	2097162	MCNEW WATER TREATMENT SYSTEMS
Registration Number:	2133839	MCNEW BEVERAGES
Registration Number:	2133838	MCNEW BEVERAGES
Registration Number:	2138276	1-800-MCNEW-H20
Registration Number:	2348443	BORN & BOTTLED IN THE U.S.A.

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(978)454-6094
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Address Line 1:</b>	75 Technology Drive
<b>Address Line 4:</b>	Lowell, MASSACHUSETTS 01851

**CH \$190.00 1321660**

ATTORNEY DOCKET NUMBER:

USF/DIV/9154

NAME OF SUBMITTER:

JoAnn Sherman

**Total Attachments: 15**

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**STOCK PURCHASE AGREEMENT**

**BY AND AMONG**

**McNEW WATER TREATMENT SYSTEMS, INC.,  
McNEW WATER TREATMENT SYSTEMS, MID-ATLANTIC, INC.,  
McNEW BEVERAGES, INC.,  
McNEW BEVERAGES OF SOUTHERN VIRGINIA, INC.,  
McNEW WATER TREATMENT SYSTEMS OF NORTHERN VIRGINIA, INC.,  
McNEW WATER TREATMENT SYSTEMS OF SOUTHERN VIRGINIA, INC.,  
THE SHAREHOLDERS OF McNEW WATER TREATMENT SYSTEMS, INC.,  
THE SHAREHOLDERS OF McNEW WATER TREATMENT SYSTEMS MID-  
ATLANTIC, INC.,  
THE SHAREHOLDERS OF McNEW BEVERAGES, INC.,  
THE SHAREHOLDERS OF McNEW BEVERAGES OF SOUTHERN VIRGINIA, INC.,  
THE SHAREHOLDERS OF McNEW WATER TREATMENT SYSTEMS OF  
NORTHERN VIRGINIA, INC.,  
THE SHAREHOLDERS OF McNEW WATER TREATMENT SYSTEMS OF  
SOUTHERN VIRGINIA, INC.,  
CULLIGAN INTERNATIONAL COMPANY**

**AND**

**UNITED STATES FILTER CORPORATION**

**dated**

**June 11, 1999**

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## **LIST OF EXHIBITS**

Exhibit A --	Financial Statements of the Company as of December 31, 1998
Exhibit B --	Form of Opinion of Fedder and Garten, P.A., counsel to Sellers and the Company
Exhibit C --	Short Period Election Form



Stock Purchase Agreement (the "Agreement"), dated as of the 11th day of June, 1999 by and among McNEW WATER TREATMENT SYSTEMS, INC., a Maryland corporation, McNEW WATER TREATMENT SYSTEMS MID-ATLANTIC, INC., a Maryland corporation, McNEW BEVERAGES, INC., a Maryland corporation, McNEW BEVERAGES OF SOUTHERN VIRGINIA, INC., a Maryland corporation, McNEW WATER TREATMENT SYSTEMS OF NORTHERN VIRGINIA, INC., a Maryland corporation, McNEW WATER TREATMENT SYSTEMS OF SOUTHERN VIRGINIA, INC., a Maryland corporation (each of the above together, the "Company"), UNITED STATES FILTER CORPORATION, a Delaware corporation ("USF"), CULLIGAN INTERNATIONAL COMPANY, a Delaware corporation ("Buyer"), and DANIEL W. McNEW and RICHARD INGRAM (hereinafter individually referred to as a "Seller" and collectively referred to as the "Sellers").

Sellers desire to sell to Buyer all of the issued and outstanding shares of capital stock of each entity comprising the Company (the "Company Shares"), and Buyer desires to purchase the Company Shares, on the terms and subject to the conditions set forth below. In consideration of the representations, warranties, covenants and agreements contained herein, Sellers, Buyer, USF and each of the entities comprising the Company, each intending to be legally bound hereby, agree as set forth below.

## ARTICLE I DEFINITIONS; CONSTRUCTION

1.1 **Definitions.** As used in this Agreement, the following terms have the meanings specified in this Section 1.1. All accounting terms not specifically defined herein shall be construed in accordance with the Accounting Principles.

"Accounting Principles" has the meaning given that term in Section 2.6(a).

"Adjusted Closing Balance Sheet" has the meaning given that term in Section 2.6(a).

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person.

"Agreement" means this Stock Purchase Agreement, as it may be amended from time to time.

"Benefit Plan" has the meaning given that term in Section 3.21(a).

**"Business"** means the business conducted by the Company, including the sale, service and distribution of water, water treatment products and water purification products, swimming pool supplies, accessories and chemicals.

**"Buyer"** means Culligan International Company, a Delaware corporation.

**"Buyer Damages"** has the meaning given that term in Section 7.2.

**"Buyer Indemnitees"** has the meaning given that term in Section 7.2.

**"CERCLIS"** means the United States Comprehensive Environmental Response Compensation Liability Information System List pursuant to Superfund.

**"Closing"** has the meaning given that term in Section 2.3.

**"Closing Date"** has the meaning given that term in Section 2.3.

**"Code"** means the United States Internal Revenue Code of 1986, as amended, and the applicable rulings and regulations thereunder.

**"Company"** means McNew Water Treatment Systems, Inc., a Maryland corporation, McNew Water Treatment Systems, Mid-Atlantic, Inc., a Maryland corporation, McNew Beverages, Inc., a Maryland corporation, McNew Beverages of Southern Virginia, Inc., a Maryland corporation, McNew Water Treatment Systems of Northern Virginia, Inc., a Maryland corporation, McNew Water Treatment Systems of Southern Virginia, Inc., a Maryland corporation, and any and all Subsidiaries thereof.

**"Company Group"** has the meaning given that term in Section 3.21(b).

**"Company Plan"** has the meaning given that term in Section 3.21(a).

**"Company Shares"** has the meaning given that term in the introductory paragraph of this Agreement.

**"Contract"** and **"Contracts"** have the respective meanings given those terms in Section 3.13.

**"Defined Benefit Plan"** has the meaning given that term in Section 3.21(e).

**"Encumbrance"** means any liability, debt, mortgage, deed of trust, pledge, security interest, encumbrance, option, right of first refusal, agreement of sale, adverse claim, easement, lien, assessment, restrictive covenant, encroachment, burden or charge of any kind or nature whatsoever or any item similar or related to the foregoing.

**“Environmental Law”** means any applicable Law relating to public health and safety or protection of the environment, including common law nuisance, property damage and similar common law theories.

**“ERISA”** means the United States Employee Retirement Income Security Act of 1974, as amended, and the applicable rulings and regulations thereunder.

**“Escrow”** has the meaning given that term in Section 7.8.

**“Escrow Agent”** has the meaning given that term in Section 7.8.

**“Escrow Property”** has the meaning given that term in Section 2.5.

**“FASB”** means the United States Financial Accounting Standards Board or its successor.

**“Final Closing Balance Sheet”** has the meaning given that term in Section 2.6(d).

**“Financial Statements”** has the meaning given that term in Section 3.5(b).

**“GAAP”** means United States generally accepted accounting principles in effect for the relevant time period.

**“Governing Documents”** means, with respect to any Person who is not a natural Person, the certificate or articles of incorporation, bylaws, deed of trust, formation or governing agreement and other charter documents or organizational or governing documents or instruments of such Person.

**“Governmental Body”** means any court, government (federal, state, local or foreign) department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority or instrumentality.

**“Indemnified Party”** has the meaning given that term in Section 7.5.

**“Indemnifying Party”** has the meaning given that term in Section 7.5.

**“Intellectual Property”** has the meaning given that term in Section 3.20.

**“IRS”** means the United States Internal Revenue Service.

**“Law”** means any applicable federal, state, municipal, local or foreign statute, law, ordinance, rule, regulation or order of any kind or nature whatsoever including any public policy, judgment or order of any Governmental Body or principle of common law.

**“Liabilities”** with respect to any Person, means all debts, liabilities and obligations of such Person of any nature or kind whatsoever, whether or not due or to become due, accrued, fixed, absolute, matured, determined, determinable or contingent and whether or not incurred directly by

such Person or by any predecessor of such Person, and whether or not arising out of any act, omission, transaction, circumstance, sale of goods or service or otherwise.

**"Litigation"** has the meaning given that term in Section 3.12.

**"Multiemployer Plan"** has the meaning given that term in Section 3.21(f).

**"Other Agreement"** means each other agreement or document contemplated hereby to be executed and delivered in connection with the transactions contemplated by this Agreement on or before the Closing.

**"PBGC"** means the United States Pension Benefit Guaranty Corporation.

**"PCBs"** means polychlorinated biphenyls.

**"Permit"** and **"Permits"** have the respective meanings given those terms in Section 3.14.

**"Person"** means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization, a business, any other legal entity and a Governmental Body.

**"Post-Closing Purchase Price Adjustment"** means the post-closing adjustment to the Purchase Price pursuant to Section 2.4.

**"Preliminary Closing Balance Sheet"** has the meaning given that term in Section 2.6(a).

**"Purchase Price"** has the meaning given that term in Section 2.2.

**"Qualified Plan"** has the meaning given that term in Section 3.21(d).

**"Real Property"** has the meaning given that term in Section 3.15.

**"Receivables"** means all trade and other accounts receivable of the Company.

**"Regulated Material"** means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance as defined by any Environmental Law and any other substance, waste or material regulated by any applicable Environmental Law, including petroleum, petroleum-related material, crude oil or any fraction thereof, PCBs, and friable asbestos.

**"Related Party"** means (i) Sellers, (ii) any Affiliate of Sellers, including the Company, (iii) any officer or director of any Person identified in clauses (i) or (ii) preceding, and (iv) any spouse, sibling, ancestor or lineal descendant of any natural Person identified in any one of the preceding clauses.

**"Security Right"** means, with respect to any security, any option, warrant, subscription right, preemptive right, other right, proxy, put, call, demand, plan, commitment, agreement, understanding or arrangement of any kind relating to such security, whether issued or unissued, or any other security convertible into or exchangeable for any such security. "Security Right" includes any right relating to issuance, sale, assignment, transfer, purchase, redemption, conversion, exchange, registration or voting and includes rights conferred by statute, by the issuer's Governing Documents or by agreement.

**"Seller Damages"** has the meaning given that term in Section 7.3.

**"Seller Indemnitees"** has the meaning given that term in Section 7.3.

**"Stockholders Equity of the Company"** has the meaning given that term in Section 2.4.

**"Subsidiary"** means any corporation, partnership, joint venture or other entity of which the Company owns, directly or indirectly, more than 20% of the outstanding voting securities or equity interests.

**"Superfund"** means the United States Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 6901 et seq., as amended.

**"Tax"** means any tax, levy, customs duty, impost, fee or other assessment, including without limitation all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, property, or other charge of any kind whatsoever, including any interest or penalty thereon or addition thereto, whether disputed or not, imposed by any Governmental Body, whether federal, state, county, local or foreign.

**"Tax Return"** means any return, declaration, report, estimate, claim for refund, or information return or statement relating to any Tax, including any schedule or attachment thereto, and including any amendment thereof.

**"USF"** means United States Filter Corporation, a Delaware corporation.

**"Working Capital of the Company"** has the meaning given that term in Section 2.4.

**1.2 Construction.** As used herein, unless the context otherwise requires: (i) references to "Article" or "Section" are to an article or section hereof; (ii) all references to "Exhibits" and "Schedules" herein are to Exhibits and Schedules attached hereto and are incorporated herein by reference and made a part hereof; (iii) "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; and (iv) the headings of the various articles, sections and other subdivisions hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Each of the products produced or sold in connection with the Business is, and at all times up to and including the Closing Date has been, (i) in compliance with all applicable federal, state, local and foreign laws and regulations, (ii) fit for the ordinary purposes for which it is intended to be used and (iii) in conformance with any promises or affirmations of fact made on the container or label for such product or in connection with its sale. There is no design defect with respect to any of such products and each of such products contains adequate warnings, presented in a reasonably prominent manner, in accordance with applicable laws, rules and regulations and current industry practice, with respect to its contents and use. The representations in this Section 3.18 shall not apply to active, revenue producing, nonwarranty, regular maintenance contracts. In addition, the representations in this Section 3.18 shall not apply to labor or parts (or designs relating to such parts) provided by Buyer or its Affiliates, except to the extent Buyer Damages arise out of actions or omissions of Seller or Company prior to Closing.

**3.19 Insurance.** Schedule 3.19 discloses all insurance policies with respect to which the Company is the owner, insured or beneficiary or under which any assets of the Company are insured. The Company will not have any liability after the Closing for retrospective or retroactive premium adjustments, except as disclosed in Schedule 3.19. For the past two (2) years, all insurance policies covering products liability and general liability maintained by or for the benefit of the Company has been "occurrence" policies and not "claims made" policies. Schedule 3.19 discloses the manner in which the Company provides coverage for workers' compensation claims. There is no claim pending under any of the Company's policies as to which coverage has been questioned, denied or disputed.

**3.20 Intellectual Property Rights.** Schedule 3.20 discloses all of the trademark and service mark rights, applications and registrations, trade names, fictitious names, service marks, logos and brand names, copyrights, copyright applications, letters patent, patent applications and licenses of any of the foregoing owned or used by the Company in, or applicable to, the Business. Except as set forth on Schedule 3.20, the Company has the entire right, title and interest in and to, or has the exclusive perpetual royalty-free right to use, the intellectual property rights disclosed on Schedule 3.20 and all other processes, know-how, show-how, formulae, trade secrets, inventions, discoveries, improvements, blueprints, specifications, drawings, designs, and other proprietary rights necessary or applicable to or advisable for use in the Business ("**Intellectual Property**"), free and clear of all Encumbrances as of Closing. Except as otherwise set forth on Schedule 3.20, Schedule 3.20 separately discloses all Intellectual Property under license. The Intellectual Property is valid and not the subject of any interference, opposition, reexamination or cancellation. To the knowledge of Sellers or the Company, no Person is infringing upon nor has any Person misappropriated any Intellectual Property. To the Sellers' knowledge, the Company is not infringing upon the intellectual property rights of any other Person. To the Sellers' knowledge, the consummation of the transactions contemplated hereunder will not alter or impair the Company's rights to the Intellectual Property.

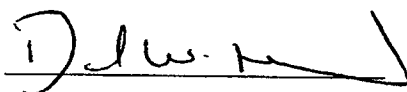
**3.21 Employee Benefits.**

(a) **Benefit Plans; Company Plans.** Schedule 3.21 discloses all written and unwritten "employee benefit plans" within the meaning of Section 3(3) of ERISA, and any other written and unwritten profit sharing, pension, savings, deferred compensation, fringe benefit,

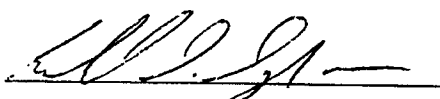
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**SELLERS:**

**DANIEL W. McNEW:**



**RICHARD INGRAM:**



**UNITED STATES FILTER CORPORATION**

By: 

Name: Vice President

Title: Michael Hulme, Jr

**BUYER:**

**CULLIGAN INTERNATIONAL COMPANY**

By: 

Name: Michael Hulme, Jr

Title: Vice President

**THE COMPANY:**

**McNEW WATER TREATMENT SYSTEMS, INC.**

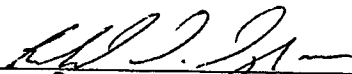
By: 

Name: Richard J. Ingram


President

**McNEW WATER TREATMENT SYSTEMS**

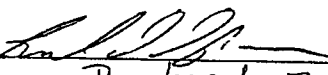
**MIDATLANTIC, INC.**

By:   
Name: Richard I. Ingram  
President


**McNEW BEVERAGES, INC.**

By:   
Name: Richard I. Ingram  
President

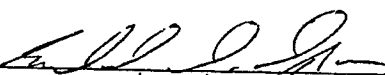
**McNEW BEVERAGES OF SOUTHERN VIRGINIA, INC.**

By:   
Name: Richard I. Ingram  
President

**McNEW WATER TREATMENT SYSTEMS OF NORTHERN VIRGINIA, INC.**

By:   
Name: Richard I. Ingram  
President

**McNEW WATER TREATMENT SYSTEMS OF SOUTHERN VIRGINIA, INC.**

By:   
Name: Richard I. Ingram  
President



**Schedule 3.20**  
**Intellectual Property Rights**

**McNEW WATER TREATMENT SYSTEMS, INC.**  
**AND AFFILIATED COMPANIES**  
As of closing

Born and Bottled in the U.S.A. — Pending

McNew Beverages - February 3, 1998 - Reg. No. 2,133,838

McNew Beverages and Design - February 3, 1998 - Reg. No. 2,133,839

McNew Water Treatment Systems and Design - September 16, 1997 - Reg. No. 2,097,162

1-800-MCNEW-H20 - February 24, 1998 - Reg. No. 2,138,276

Water Center - November 24, 1998 - Reg. No. 1,464,977

Aqua Sweet - February 26, 1985 - Reg. No. 1,321,660

The Company is licensed to use various intellectual property rights from Buyer:

The Company is orally authorized by certain manufacturers or distributors of products sold by the Company to utilize such manufacturers' or distributors' trade names and logos in connection with the sale of such products.

Such authorizations may be terminated at any time.